court charged that the recovery was limited to the value of the services of deceased during minority, and the plaintiff assigned this as error. *Held*, that a parent may recover for loss of expected services of children after majority on evidence justifying a reasonable expectation thereof. *Draper* v. *Tucker* (1903), — Neb. — 95 N. W. Rep. 1026.

The question as to whether recovery for causing the death of a child may include compensation for probable contributions and services rendered after his reaching majority, is answered both ways by the courts and text-writers. SEDGWICK ON DAMAGES, (8th ed.) Sec. 576, says "the weight of authority is that the jury may take into account the reasonable expectation of pecuniary benefit from the continuance of the life beyond minority." *St. J. & W. R. R. Co.* v. *Wheeler*, 35 Kas. 185; *Scheffler* v. *Minn. & St. L. R. R. Co.*, 32 Minn. 518; *Houston & T. C. Ry. Co.* v. *Cowser*, 57 Tex. 293; *Potter* v. *C. & N. W. R. R. Co.*, 21 Wis. 372; *Munro* v. *Pac. C. D. & R. Co.*, 84 Cal. 515. The California court, however, in the later case of *Morgan* v. *Southern Pac. Co.*, 95 Cal. 510, 30 Pac. Rep. 603, 29 Am. St. 143, 17 L. R. A. 71, adopts the view of SHEARMAN AND REDFIELD ON NEGLIGENCE, Sec. 763, that the damages for negligent injury to person of child are limited to an amount fully compensatory for loss of services of child not exceeding minority and necessary expenses. This doctrine is supported by many cases. *State* v. *B. & O. R. R. Co.*, 24 Md. 84, 87 Am. Dec. 600; *McGovern* v. *N. Y. C. etc. R. R. Co.*, 67 N. Y. 417; *Cooper* v. *L. S. & M. S. Ry. Co.*, 66 Mich. 261; *Telfer* v. *Northern R. R. Co.*, 30 N. J. L. 188; and within the last year has been laid down in *Hoon* v. *Traction Co.*, 54 Atl. Rep. 270; 204 Pa. 369 and *Zimmerman* v. *Denver Con. Traction Co.*, 72 Pac. Rep. 607. At present the authorities seem very evenly divided on the question, and there is no preponderance of opinion on either side.

DOWER—LANDS UNDER CONTRACT—UNPAID PURCHASE MONEY—PAYMENT AFTER DECEDENT'S DEATH.—Husband purchased 323 acres of land, subject to trust deeds, but not assuming to pay them. He subsequently purchased 17 acres of adjoining land that was unincumbered, and made his home there, using these two tracts of land as one farm until his death. The widow electing under the law, the husband's executor sold the tracts separately. He paid off the trust deeds on the large tract, and combining the surplus with the proceeds of sale of small tract, used this sum to pay the debts of deceased. In action by widow against purchaser for dower, *Held*, Widow is entitled to dower in the whole farm, and the purchaser takes subject to her dower rights. *Castell* v. *Fotter* (1903), — Mo. —, 75 S. W. Rep. 597.

The question arises under the statutes of Missouri, which provide (Sec. 2933 Rev. St. 1899) that the widow shall have dower in all lands of which the husband was seized of an estate of inheritance, at any time during marriage. Sec. 2935 provides that if the husband shall have made a contract for lands, and at the time of his decease the consideration shall not have been paid, but after his death the same shall have been paid out of the assets of his estate, his widow shall be endowed, etc., as if he had been seized, etc., at any time during the marriage. Sec. 2936 provides that if the husband made a contract for the purchase of land, and paid a part only of the purchase price, and the land is sold after his death under a judgment, or under a power created by the contract or his will, the widow shall have dower in the land against every person except those holding a lien for the unpaid purchase price, and those claiming under them. The majority opinion holds that executor's paying off the deeds of trust was the husband's paying them off, and that the party who bought from the executor took no better title than he

could convey, and that the purchaser was not entitled to be subrogated to mortgagee's right, but took subject to wife's dower. *Jones* v. *Bragg*, 33 Mo. 337; *Atkinson* v. *Stewart*, 46 Mo 510. Valleant, J., who dissents, says the effect is to give dower to the wife in an estate which her husband in his lifetime never owned. The husband in the case at bar, bought only an equity of redemption, and the wife's inchoate dower interest attaches to the land subject to the mortgage, and when he dies her dower becomes absolute in the estate as he left it, nothing more. If the husband had paid off the mortgage during his life, he would for the first time have had the fee, and the inchoate right of dower would for the first time have attached. As he never paid off the mortgage, there was no inchoate right, and dower never attached during coverture, and hence there was no inchoate right to become absolute. The majority opinion treats the payment of the trust deeds by the administrator as having the same effect as if paid by the husband. The dissenting opinion treats the payment by the administrator as not affecting the rights to dower interest in the land, which would seem to be the better opinion. It should be kept in mind that the administrator acts in a representative capacity, and his acts should not be construed to the detriment of one claimant in an estate as against another. *Montgomery* v. *Bruere*, 5 N. J. Law, 1001; *Hinchman* v. *Stiles*, 9 N. J. Eq 361; *Simonton* v. *Gray*, 34 Me. 50; *Boyer* v. *Boyer*, 41 Tenn. 12; *Coles* v. *Coles*, 15 Johns. 319.

EQUITY—SUIT BY TAXPAYERS—CONSTITUTIONAL LIMITATIONS OF MUNICIPAL INDEBTEDNESS—RELIEF FROM JUDGMENT.—A school district voted to build a school house not to exceed $4000 in cost, and incurred indebtedness for that purpose. This debt, it is alleged, was void, being in excess of the constitutional limitation of municipal indebtedness. Nevertheless suit was brought against the district. The district officers failed to make any defense and allowed the plaintiff to take judgment. This is a taxpayer's action to enjoin the collection of the judgment on the ground that it was fraudulently obtained by collusion between the plaintiff and the district officers. The right of the taxpayers to bring the action, the manner of estimating municipal indebtedness, and the jurisdiction of equity to enjoin the collection of a judgment in the absence of actual fraud, were questions involved in the suit. The trial court granted a permanent injunction restraining the collection of the judgment, but found that there was no collusion and apparently based its action on constructive fraud. *Held*: If public officers neglect to perform their duties, the taxpayers may intervene and remedy the mischief through the power of a court of equity. *Held*, further, as to the constitutional limitation of municipal debt, that assets to offset indebtedness consist of money and assets in the treasury and current revenues collected or in process of immediate collection. Taxes in immediate process of collection do not include taxes merely voted. Taxes are not in immediate process of collection till the tax roll shall have been placed in the hand of the proper collecting officer with authority to receive and the right of the taxpayer to pay the tax. *Held*, further, that the failure of the officers to make a proper defense was at least constructive fraud and was sufficient to warrant a court of equity in restraining the judgment. *Balch* v. *Beach* (1903), — Wis. — 95 N. W. Rep. 132. Dodge, J. dissents.

That a court of equity may enjoin the collection of a judgment on the ground of collusion or actual fraud is well established. *Nevil* v. *Clifford*, 55 Wis. 161, 12 N. W. 419; *Smith* v. *Cuyler*, 78 Ga. 654, 3 S. E. 406; *Hackett*